

2013 GRAND TETON NATIONAL PARK COMMERCIAL USE AUTHORIZATION (CUA) CONDITIONS

1. The holder is prohibited from knowingly giving false information. To do so will be considered a breach of conditions and be grounds for revocation: [RE: 36 Code of Federal Regulations 2.32(a) (3)].
2. The holder shall exercise this privilege subject to the supervision of the park area Superintendent. The holder shall comply with all applicable laws and regulations of the area and terms and conditions of the authorization. The holder must acquire all permits or licenses of State or local government, as applicable, necessary to provide the services described above, and, must operate in compliance with all applicable Federal, State, and local laws and regulations, including, without limitation, all applicable park area policies, procedures and regulations. The commercial services described on the permit are to be provided to park area visitors at reasonable rates and under operating conditions satisfactory to the park area Superintendent. **The holder shall ensure that all members of the party are informed of, and comply with, park rules and regulations.**
3. This authorization is issued upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, injuries, or death to any person or persons or property of any kind whatsoever, whether to the person or property of the (holder), its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this authorization or occasioned by any occupancy or use of said premises or any activity carried on by the (holder) in connection herewith, and (the holder) hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents, and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.
4. Holder agrees to carry general liability insurance against claims occasioned by the action or omissions of the holder, its agents and employees in carrying out activities and operations under this authorization. Prior to beginning operations under this permit, a certificate of insurance must be provided to the Superintendent. Comprehensive general liability coverage is required in the amount of \$300,000 minimum per occurrence. Automobile liability coverage is required for all owned, non-owned, and hired vehicles used by the licensee. Minimum limits are: car, van, or bus up to 5 passengers, \$300,000; 6 to 12 passengers, \$500,000; 13 to 20 passengers, \$750,000; 21 to 50 passengers, \$1,500,000. The policy shall be underwritten by a United States company naming the United States of America (National Park Service, park name and address) as additional insured. **All liability policies must specify that the insurance company shall have no right of subrogation against the United States of America or the policy must name the United States Government as an additional insured. Submit a copy of the endorsement page from your policy naming the United States Government as additional insured. This endorsement page should be attached to a copy of your Acord Certificate.**
5. Cost incurred by the park as a result of accepting and processing the application and managing and monitoring the authorization activity will be reimbursed by the holder. Administrative costs and estimated costs for activities on site must be paid when the authorization is approved. If any additional costs are incurred by the park, the holder will be billed at the conclusion of the authorization.

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6. Benefit - Neither Members of, nor Delegates to Congress, or Resident Commissioners shall be admitted to any share or part of this authorization or derive, either directly or indirectly, any pecuniary benefit to arise therefrom: Provided, however, that nothing herein contained shall be construed to extend to any incorporated company, if the authorization be for the benefit of such corporation.
7. This authorization may not be transferred, extended or assigned without the written consent of the park area Superintendent.
8. This authorization may be terminated upon breach of any of the conditions herein or at the discretion of the park area Superintendent.
9. The holder is not entitled to any preference to renewal of this authorization except to the extent otherwise expressly provided by law. This authorization is not exclusive and is not a concession contract.
10. The holder shall not construct any structures, fixtures or improvements in the park area. This includes tents, canopies or picnic tables. The holder shall not engage in any groundbreaking activities without the express, written approval of the park area Superintendent.
11. The holder is to provide the park area Superintendent upon request (and in any event, immediately after expiration of this authorization) a statement of its gross receipts from its activities under this authorization and any other specific information related to the holder's operations that the park area Superintendent may request, including but not limited to, visitor use statistics (VUS) and/or resource impact assessments. **All monthly VUS reports must be submitted to the park by the 4th of the month following use. These reports must be submitted on time to remain eligible for future CUA's.**
12. The holder is to maintain an accounting system under which its accounts can be readily identified within its system of accounts classification. This accounting system must be capable of providing the information required by this authorization. The holder grants the United States of America and the General Accounting Office access to its books and records at any time for the purpose of determining compliance with the terms and conditions of this authorization.
13. Reference in this authorization to "Superintendent" shall mean the National Park Service official executing this authorization and the term shall include his/her daily authorized representatives, and reference to "Service" herein shall mean the National Park Service.
14. Damages - The holder shall pay the United States for any damage resulting from this use which would not reasonably be inherent in the use which the holder is authorized to make of the land described in this authorization.
15. The holder will comply with all applicable public health and sanitation standards and codes.

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16. The holder will not advertise, solicit business, collect any fees, or sell any goods or services on lands owned and controlled by the United States Government. All advertisements, including brochures, rack cards and websites must include a statement that the holder is an authorized CUA holder of the National Park Service.
17. The holder will leave the area(s) authorized for use under this permit in substantially the same condition as it was prior to the activities authorized herein.
18. Grand Teton National Park allows Commercial Use Authorization (CUA) holders to use the NPS approved Acknowledgement of Risk Form, which will be provided electronically upon request. Except for the blanks provided, no other modifications are allowed. CUA holders may add a description of specific risks and dangers inherent to the particular authorized activities, subject to National Park Service approval. **Use of a waiver of liability is not allowed.** Use of this form is optional however the final form, with any additions, is subject to National Park Service approval and must be provided to the Business Resources office prior to use.
19. The holder will ensure that all members of the group are properly clothed and equipped for the authorized activity.
20. CUA holder must immediately call 911 for all incidences involving vehicle property damage or personal injury. The permittee will report any other accident or incident to Teton Interagency Dispatch Center or a park ranger as soon as possible or within a maximum of 24 hours.
21. The Service may monitor the authorized activity or service provided under this authorization. The holder may be charged additional costs associated with the monitoring. The Service is required to recover the costs of providing various services to holders of a CUA. Should the Service choose to monitor the holders activity, the Service will provide an estimate of the monitoring costs and a Bill for Collection for the actual amount.
22. Guides and/or group leaders must have in their possession a park-approved Guides List and a copy of the CUA.
23. Guides and/or group leaders must come to a complete stop at all park entrance stations, show the attending ranger a copy of the CUA and pay the applicable park entrance fees for all clients.
24. Entrance Fees: Persons between the ages of 16 and 61 inclusive, entering the park with a CUA holder, pay \$12.00 per person. A household family will pay no more than \$25.00. A household family is defined as an immediate family including children under 21, excluding grandparents, cousins, etc. The fee allows entrance to both Grand Teton and Yellowstone national parks for seven days. Persons may use America the Beautiful, Senior, Access, the previously issued Golden Age and Golden Access passes, or any valid entrance receipt (for a single person or family only) in lieu of entrance fee payment.
25. At a minimum, each guide must be currently certified in standard first aid and CPR, and carry a first aid kit. A written list of guides, with description of basic qualifications and expiration dates of their first aid and CPR certification, must be provided to the Business Resources office prior to beginning operations.

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26. All groups must have a ratio of qualified guides to participants sufficient to permit a safe and meaningful experience. This ratio is generally one guide to no more than 10 participants, depending upon the activity.
27. This authorization does not confer exclusive use of any area in the park. All groups must honor the rights of others and conduct themselves in an orderly manner at all times.
28. Any additional services not allowed or listed in this authorization, such as activities provided by park concessioners are not permitted under this authorization.
29. Violation of park regulations or terms of the CUA conditions may result in the immediate suspension or revocation of privileges granted.
30. Tours are restricted to roads open to the public.
31. Reporting Requirements:
 - a. The monthly visitor use report (form provided) **MUST** be submitted to the Business Resources office by the 4th of each month following use.
 - b. The Annual Financial Report (AFR) form provided **MUST** be submitted to Business Resources office by March 1, 2014.
 - c. Applications for the 2014 operating season will not be processed if the Business Resources office has not received the required Annual Financial Report (AFR) and/or all the 2013 monthly Visitor Use Statistics (VUS) reports.
32. A new federal firearms law went into effect on February 22, 2010. This law does not affect the **use** of firearms within National Parks or the possession of firearms within federal buildings which is still **prohibited**. It allows persons to possess firearms while in units of the National Park in compliance with other federal, state and local laws. The National Park Service has determined that all Concessioners, Special Use Permit (SUP) and CUA holders and employees are prohibited from possessing firearms while on duty within the park. CUA holders are responsible for determining whether WY state or local laws allow the possession of firearms by their customers. **All CUA holders must have a copy of their firearm possession policy on file with the park.**
33. The holder may use legally obtained plant, animal, geological and cultural specimens for guest educational purposes only. Guests must be advised that possessing, destroying, removing or disturbing specimens in a National Park is strictly prohibited. To comply with park policy, all such specimens or parts thereof must remain inside the vehicle while operating in Grand Teton National Park. All wildlife parts or products thereof, such as antlers, pelts or feathers, must remain out of sight of all other (non-client) visitors while within park boundaries. **While in the park, holders of a CUA must have documentation or knowledge of the legal means by which all specimens in possession were obtained.**

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CONDITIONS OF SPECIFIED USES

1. BICYCLE USE (Applies ONLY if authorized)

- A. Commercial bike tour groups are permitted to use approved routes designated for bicycle use within Grand Teton National Park. Bicycles are prohibited on park trails, in backcountry areas, and in legally established wilderness areas. Commercial bike tours are not permitted on the road to Signal Mountain Summit Road. Areas temporarily closed to public entry may not be traveled. Maps of approved routes are available upon request.
- B. The term “bicycle” shall include any vehicle with one or more wheels that is ridden and/or propelled by humans.
- C. Bicycle riders must comply with all applicable traffic regulations.
- D. Riders shall keep well to the side of the road, keep their bicycle under control at all times, and shall ride in single file. Riding abreast of another rider is prohibited.
- E. Each bicycle must exhibit a white light on the front and a red light or reflector on the rear during periods of low visibility and from sundown to sunrise.
- F. Groups of riders should consist of no more than 10 riders per guide and each group must be spaced at least 30 minutes apart.
- G. Bicyclists are prohibited from operating a bicycle while consuming an alcoholic beverage or possessing an open container of an alcoholic beverage.
- H. Bicycles must not be operated in a negligent manner.
- I. When not in use, bicycles shall be staged off of roadways and must not block entrances or exits into public facilities.
- J. The use of helmets is recommended.
- K. Erecting tents, canopies, or tables along the roadway or in overlooks/turnouts for the purpose of providing rest stations or refreshments is prohibited.
- L. **Hiking to remote areas of the park (more than a half mile from parking area) and backcountry camping are not allowed. However, for the purposes of this permit, authorized hikes in conjunction with bike tours are defined as short hikes (of a half mile or less) originating from designated turnouts and parking lots. Hiking to Hidden Falls is not permitted.**

2. PHOTOGRAPHY CLASSES (Applies if authorized)

- A. Classes may be conducted along park roads, in overlooks, and developed areas.
- B. Maximum group size is 10 participants plus group leader, and no more than five vehicles.
- C. **Hiking to remote areas of the park (more than a half mile from parking area) and backcountry camping are not allowed. However, for the purposes of this permit authorized hikes in conjunction with photography classes are defined as short hikes (of a half mile or less) originating from designated turnouts and parking lots. Hiking to Hidden Falls is not permitted.**
- D. Only one group at a time may occupy the same location in the park.

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3. **PAINTING CLASSES (Applies if Authorized)**

- A. Classes may be conducted at the following locations: Taggart Lake Trailhead, Cottonwood Creek, Kelly Warm Springs, Snake River Overlook, String Lake, Jenny Lake, Oxbow Bend, Signal Mountain, Jackson Lake, and Blacktail Ponds.
- B. Maximum group size is 10 participants plus group leader and no more than five vehicles.
- C. **Hiking to remote areas of the park (more than a half mile from parking area) and backcountry camping are not allowed. However, for the purposes of this permit authorized hikes in conjunction with painting classes are defined as short hikes (of a half mile or less) originating from designated turnouts and parking lots.**
- D. Only one group at a time may occupy the same location in the park.

4. **TRANSPORTATION (Applies if Authorized)**

- A. Transportation authorizations authorize road-based interpretive wildlife and photography tours.
- B. Tours are restricted to one vehicle at a time (no multiple vehicle caravans from the same company).
- C. **Hiking to remote areas of the park (more than a half mile from parking area) and backcountry camping are not allowed. However, for the purposes of this permit authorized hikes in conjunction with transportation tours are defined as short hikes (of a half mile or less) originating from designated turnouts and parking lots. Hiking to Hidden Falls is not permitted.**
- D. Holders of a Grand Teton National Park Transportation CUA will be based in the counties that Grand Teton and Yellowstone Parks reside in or a county that borders either park. These are Fremont and Teton counties in Idaho; Galatin, Park and Carbon counties in Montana; and Teton and Park counties in Wyoming. Existing joint CUA holders managed by Yellowstone prior to 2012 are exempt from these boundaries.
- E. Tours are restricted to roads open to the public.
- F. In winter, transportation “drop-offs” and “pick-ups” at authorized locations for clients who wish to ski or snowshoe in the park are permitted. Guiding these activities is not allowed and permit holder vehicles may not be left at “drop-off” locations.

5. **AUTO SHUTTLE SERVICE (Applies if Authorized)**

- A. Point- to- point ground transportation of vehicles. Vehicles may be picked up and dropped off at designated parking areas or turnouts. All business transactions must take place outside of the park and/or parkway.
- B. Shuttle services are restricted to roads open to the public.
- C. Transportation of people is not permitted.

**PLEASE SIGN THE LAST PAGE, RETURN IT (Page 7) WITH THE APPLICATION.
KEEP PAGES 1-6 FOR YOUR REFERENCE.**

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COMMERCIAL USE AUTHORIZATION (CUA) CONDITIONS**

I have read and agree to the above conditions:

CUA Holder's Signature

Date

Title

Company Name

Return this page along with the application for a Commercial Use Authorization.